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ADMITTED IN ILLINOIS ONLY

FRANK L. PELLEGRINI
OF COUNSEL

March 9, 1987

James L. Morgan, Esq.
Assistant Attorney General
Environmental Control Division
500 South Second Street
Springfield, IL 62706

RE: Van Tran v. IEPA

Dear Mr. Morgan:

Enclosed is a fully executed copy of the Consent Plan. I am returning another original to the Court. As per the attached, we are endeavoring to have these cases transferred to Judge Todd, and as soon as we make some progress toward that end I will send a copy of the Plan to Judge Todd and get a hearing set.

Very truly yours,

Gregory H. Wolk

GHW/blv

RECEIVED
ENFORCEMENT PROGRAMS

MAR 11 1987

Environmental Protection Agency

RECEIVED

MAR 12 1987

IEPA-DLPC

**CONSENT PLAN REGARDING
VAN TRAN FACILITY, VANDALIA, ILLINOIS**

This AGREEMENT entered into as a "CONSENT PLAN" between Van Tran Electric Corporation and the Illinois Environmental Protection Agency, on behalf of itself its agencies and assigns and its attorney, Neil F. Hartigan, Attorney General of the State of Illinois, this 1st day of March, 1987.

WITNESSETH:

WHEREAS, Van Tran Electric Corporation (hereinafter "Van Tran") and the Illinois Environmental Protection Agency (hereinafter "IEPA"), are parties to certain actions pending in the Circuit Court of Fayette County, Illinois, styled "Van Tran Electric Corporation v. Illinois Environmental Protection Agency," No. 85-CH-48, and "People of the State of Illinois and Illinois Environmental Protection Agency v. Van Tran Electric Corporation," No. 86-CH-3; and

WHEREAS, the Court on April 8, 1986 issued in said actions an Order requiring the parties to meet, and if possible, to prepare and submit to the Court a proposed plan for a testing program to be conducted upon Van Tran's property at Vandalia, Illinois showing areas of agreement of the parties as to such plan and areas of disagreement; and

WHEREAS, the parties have met from time to time pursuant to the Court's order and through their authorized representatives have reached certain agreements as set forth hereafter.

NOW THEREFORE, in consideration of the mutual promises of the parties as hereinafter set forth it is agreed as follows:

ARTICLE I - GENERAL CONDITIONS

A. PRESERVATION OF RIGHTS:

(1) It is understood and agreed by IEPA that all agreements, conditions, provisions and commitments of Van Tran hereunder are made solely for the purpose of settling and compromising claims by IEPA regarding its rights under governing statutes and regulations, which claims are disputed by Van Tran, and nothing herein contained shall be construed to constitute an admission by Van Tran bearing upon any facts, theories, or legal positions whatsoever, and specifically, shall not be deemed to constitute admissions that IEPA is authorized to enter Van Tran's property or that Van Tran has violated any law or regulation whatsoever, or that IEPA is entitled to recover any costs, expenses or expenditures related or unrelated to the activities hereinafter mentioned, under federal or Illinois "superfund" statutes, or otherwise, or that activities hereinafter set forth or related activities, whether performed by Van Tran, IEPA or any other parties, are necessary, reasonable, proper, or in any fashion required to be undertaken by any party.

(2) Each party expressly reserves all defenses, objections, claims, causes of action and issues, in law or in equity, which it has or may have to the claims which have been asserted or may be by the other in the above described actions. Van Tran further reserves any claims, defenses, objections, causes of action or issues in any action, claim or cause of action, in law or in equity, which may hereinafter be asserted by IEPA, or by any other person or party, public or private, relating to Van Tran's property at Vandalia, Illinois, including but not limited to any action pursuant to federal

or Illinois "superfund" statutes to collect or recover alleged response or other costs and IEPA reserves its right to pursue same. Van Tran specifically denies that any expenses, charges, outlays or other expenditures incurred by IEPA, directly or indirectly, in performing, implementing or overseeing the activities hereinafter set forth are either reasonable, necessary or are authorized by, required by or consistent with the National Contingency Plan, and specifically denies that any such expenses shall be recoverable from Van Tran in any action at law or equity.

(3) It is understood and agreed by Van Tran that all agreements, conditions, provisions and commitments of IEPA hereunder are made solely for the purpose of settling and compromising claims by Van Tran regarding its rights under governing statutes and regulations, which claims are disputed by IEPA, and nothing herein contained shall be construed to constitute admissions by IEPA bearing upon any facts, theories or legal positions whatsoever, and shall not be deemed to waive any rights asserted by IEPA, to enter Van Tran's property, to propose, implement or require additional activities on or related to the Van Tran property, or to assert any claim, under statutes, regulations or otherwise, in law or in equity, for recovery of its costs, expenses or expenditures relative to such property.

(4) The parties hereto agree that nothing herein contained shall be deemed to dispose, finally, of any of the ultimate issues of any the litigations referenced hereinabove, and that nothing herein suggests, states or is intended to imply that this document disposes of the issues placed before the court by the initial pleadings in said actions.

(5) Neither the length of time required for completion of this plan, the length of time required for the parties to engage in multiple meetings or length of time agreed to for the completion of the matters set forth in this CONSENT PLAN shall constitute an admission, agreement or stipulation of any party that the timing of performance of any matter sought by them in any pleading or prayer herein, is or is not critical, vital and of the essence.

(6) Nothing herein shall be construed to mean that either party agrees, admits or stipulates that it possesses an adequate remedy at law in the matters at issue between the parties hereto.

(7) Nothing herein shall be construed to prohibit either party from seeking relief against the other party by warrant, writ or other emergency process where authorized and provided by law.

(8) All actions required to be taken pursuant to this Consent Plan shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations.

B. ACCESS TO PREMISES:

(1) Whenever by these presents, IEPA, or its designee, is specifically authorized to enter the premises of Van Tran for any purpose, such authority shall constitute a bare license only, and nothing herein contained shall be deemed to constitute or authorize the conveyance of any property interest or leasehold, legal or equitable, in or to the said property to persons whose entry is authorized hereby. Any license granted hereunder, or pursuant to the terms hereof, shall be exercised in strict accordance with the terms of this agreement or any additional written authorization, shall be exercised only during regular business hours exclusive of

weekends and holidays, except for other reasonable times in addition to regular business hours as may be hereafter authorized in writing by Van Tran and by Baker, and all activities carried out upon the premises shall be limited to those reasonably necessary to conduct the activities herein authorized. No photographs shall be taken, and no interviews of Van Tran employees shall be conducted on the premises without express written authorization signed by Van Tran's Plant Manager.

(2) The agreement of the parties in this CONSENT PLAN generally and in paragraph (1) above, constitutes no agreement whatever between the parties hereto as to the authority of IEPA to enter upon the premises of Van Tran for any purpose other than the carrying out of the undertakings set forth herein. The parties recognize that they continue in disagreement on that issue and each reserves its right to pursue respective petitions, writs, claims, theories, defenses and actions as they deem appropriate for purposes outside the scope of this CONSENT PLAN.

(3) The right of entry granted hereunder shall be limited to current employees of IEPA and Envirodyne Engineers of St. Louis, Mo., who shall exhibit proper identification upon request of any employee of Van Tran. Any person authorized to enter the premises shall upon entry report to the Plant Manager, or his designee, and shall enter his name, affiliation, and other information as shall reasonably be required in a log to be maintained for such purpose. All persons gaining entry to the premises hereunder shall comply with all published rules governing conduct of plant employees or visitors.

(4) The number of persons present upon Van Tran's premises by virtue of the license herein granted shall not exceed five (5) in number at any one time, unless a greater number is authorized in writing by Van Tran's Plant Manager. Said number of persons shall exclude any persons, however employed, summoned, brought or invited to the premises by Van Tran or its designee.

C. AGREEMENT NOT SEVERABLE:

It is expressly understood and agreed that the performance by either party of each and every provision and obligation of this Agreement is conditioned upon the due performance of all provisions, conditions and obligations to be performed by the opposite party. In the event that any provision of this Agreement shall be invalidated or shall be or become impossible to perform, then the entire Agreement shall be and become null, void and held for naught.

ARTICLE II - TEST PROCEDURES

A. MAPPING AND SURVEYS:

Van Tran shall, at its sole cost and expenses, cause to be produced a site map, utilizing the methods and parameters and containing the features set forth in Section III A ("Mapping") of the Revised Recommendations Report of Environdyne Engineers, a true copy of which is attached hereto as Exhibit A and incorporated herein by reference, and hereinafter referred to as the "EEI Report," and a preliminary water-level contour map as referred to in Section III B(2) of the EEI Report.

B. GROUNDWATER FLOW DETERMINATION:

Van Tran, through its consultants Baker Engineers of Merrillville, Indiana ("Baker") and such subcontractors or agents

as may be retained by Baker or Van Tran in their sole discretion, shall prepare and submit to IEPA a report specifying its conclusion as to the compass direction of flow of groundwaters underlying Van Tran's property and the depth from the surface of the highest point of such groundwaters. Such conclusion shall be reached upon consideration of the site map referred to above, survey of existing monitoring wells and measurement of water levels in same in accordance with Section III B of the EEI Report, such information as may be obtained by IEPA from the Illinois State Geological Survey and local well drillers and submitted to Van Tran, and such other data or information as may be considered by Van Tran and Baker to be relevant. The report shall specify in detail the grounds for the conclusion reached.

IEPA shall coordinate with the Illinois State Geological Survey and local well drillers to obtain all available information on local stratigraphy and aquifer characteristics, and shall submit to Van Tran, in writing, a report listing all information so obtained which shall be considered by Van Tran in reaching a conclusion as to groundwater flow. All other costs and expenses of preparing and submitting the report on groundwater flow herein contemplated shall be borne by Van Tran.

The report contemplated hereby shall be submitted to IEPA by delivering same to James Janssen, Manager, Immediate Removal Unit, RPMS/DLPC, at 2200 Churchill Road, Springfield, Illinois 62706. Within fifteen (15) days following IEPA's receipt of such report, IEPA shall deliver to Van Tran's counsel and its Plant Manager its written objections to such report, if any, specifying in detail all

grounds for its objection to the conclusion set forth in Van Tran's report. In the event such written objections are not received by Van Tran within the period so specified, Van Tran shall utilize the conclusion set forth in its report for the purposes hereinafter set forth. In the event IEPA objects to Van Tran's report as herein provided, the parties shall endeavor to settle their differences, and if unable to do so shall submit their controversy for determination by the Court, and no other activities contemplated by this agreement shall be conducted after objection is submitted until resolution by the parties or by order of the Court.

IEPA or its designee may enter Van Tran's premises for the purposes of observing the topography of the land surface and/or observing survey of existing wells and determination of water levels within existing wells.

C. WELL PLACEMENT

Based upon the conclusion of the compass direction of flow of groundwaters as determined by Van Tran's report, or by agreement of the parties or order of the Court as hereinabove set out, Van Tran shall designate four (4) monitoring well sites as follows: One site (Site A) shall be placed at or near the point upon Van Tran's property (in the area where groundwater exits the property) at which Van Tran's property line intersects a line parallel to the compass direction of groundwater flow which divides Van Tran's property into two segments of equal size. A second site (Site B) shall be placed at a point ^{175 to}~~300~~ feet from Site A which is the point at such distance along Van Tran's property line nearest to 900 from the line of the compass direction of groundwater flow. A third site (Site C) shall be placed

a point 175^{to}
300 feet from Site A along Van Tran's property line approximately 180° from Site B. A fourth site (Site D) shall be placed on or near the line of the direction of groundwater flow dividing Van Tran's property in two equal segments, at a point not upon Van Tran's property which is not less than 50 feet from Van Tran's property line at the place where groundwater enters the property. Each party shall, thereafter, at its own cost and expense, make all reasonable and lawful efforts to obtain authority or permission of the owner of the property at Site D for the location of a monitoring well at such site. In the event such authority or permission cannot be obtained despite the reasonable efforts of the parties, Site D shall then be located at or near the point where groundwaters enter Van Tran's property along the line of the direction of groundwater flow which divides Van Tran's property in two equal segments.

D. WELL INSTALLATION:

Van Tran shall, at its sole cost and expense, install monitoring wells at Sites A, B, C, and D in accordance with the requirements and parameters set forth in Section III B(2)(b) ("Well Installation") of the EEI Report.

IEPA or its designee may enter Van Tran's property for the purposes of observing well placement in conformity with subsection C of this Article, boring of monitoring wells, sampling, sample preservation and packaging, collection and transport of samples, and well construction.

E. WELL SCREENING:

Van Tran shall determine well screening depths, intervals and lengths in the monitoring wells at Sites A, B, C and D based upon information obtained as a result of the activities set forth in Sections A, B, C and D of this Article, subject to the consent of IEPA or its designee which consent shall not unreasonably be withheld.

IEPA or its designee may enter Van Tran's property for the purposes of consultations regarding the determining of well screening depths, intervals and lengths, and observing the placement of such screening in accordance with the determination mode hereunder.

F. WELL DEVELOPMENT:

Van Tran shall, at its sole cost and expense, complete the development of the monitoring wells at Sites A, B, C and D in accordance with the requirements and parameters set forth in Section III B(2)(d) ("Well Development") of the EEI Report.

IEPA or its designee may enter Van tran's property for the purposes of observing well development in conformity with the requirements of the EEI Report and observing maintenance of logs required thereby, screening placement and condition of well water.

G. EQUIPMENT DECONTAMINATION

Van Tran, and its agents and contractors, shall decontaminate equipment utilized in monitoring well boring in accordance with the requirements and parameters set forth in Section III B(2)(e) ("Equipment Decontamination") of the EEI Report.

IEPA or its designee may enter Van Tran's property for the purpose of observing decontamination of equipment as provided hereby.

H. AQUIFER TESTING

Van Tran shall, at its sole cost and expense, perform aquifer testing in accordance with the requirements and parameters set forth in Section III B(2)(f) ("Aquifer testing") of the EEI Report.

IEPA or its designee may enter Van Tran's property for the purpose of observing test data interpretation and water level measurements.

I. PURGING:

Van Tran shall purge monitoring wells in accordance with the requirements and parameters set forth in Section III B(2)(g) ("Purging") of the EEI Report.

J. GROUNDWATER SAMPLE COLLECTION:

Van Tran shall collect a groundwater sample from each monitoring well site in accordance with the requirements and parameters of Section III B(2)(h) ("Groundwater Sample Collection") of the EEI Report. Such samples shall be delivered to IEPA in accordance with the provisions of Article III of this Plan, and IEPA shall submit same to its approved laboratory for analysis in accordance with the EEI Report. The cost of analysis of the groundwater samples herein referred to shall be borne solely by Van Tran.

IEPA or its designee may enter Van Tran's property for the purposes of observing collection of groundwater samples and accepting custody of same.

K. CORE SAMPLES:

Van Tran shall obtain core samples from two cores to be drilled within the solvent pit area, the precise locations of which cores shall be designated by IEPA's designee. All costs of drilling and sample collection shall be borne by Van Tran. Drilling and sample

collection shall be performed in accordance with the requirements and parameters set forth in Section III C ("Core Samples") of the EEI Report.

Van Tran shall preserve and keep such number and character of samples from the cores drilled within the solvent pit area, and from the material removed during drilling of monitoring wells hereunder, as IEPA or its designee may reasonably direct. At the time of transfer of custody of such samples to IEPA or its designee, as provided in Article III of this Agreement, Van Tran shall deliver custody of such core samples as IEPA or its designee may direct in writing, and all other samples collected and preserved hereunder may be retained by Van Tran, or same may be disposed in an environmentally safe and proper manner, at Van Tran's option.

IEPA shall determine which of the samples collected and preserved hereunder shall be analyzed pursuant to Article III of this Plan, and shall use its best efforts to designate for analysis only such minimum number of soil samples which shall appear necessary to achieve the purposes of this Plan; PROVIDED, however, that in any event Van Tran shall be responsible to pay for analysis of no more than forty-six (46) of the soil samples collected pursuant to this Plan.

IEPA or its designee may enter Van Tran's property for the purposes of designating core sample locations, observing the collection and maintenance of core samples, and accepting custody of such samples.


L. WIPE SAMPLES:

Van Tran shall, at its sole cost and expense, collect five (5) composite wipe samples, and analyze same, in accordance with the

requirements and parameters set forth in Section IIID ("Wipe Samples") of the EEI Report.

IEPA or its designee may enter Van Tran's property for the purpose of observing the sampling and preservation of such samples, and of accepting custody of same.

M. SOIL SAMPLES:

Van Tran shall, at its sole cost and expense, collect three composite soil samples, and analyze same, in accordance with the requirements and parameters set forth in Section III E ("Soil Samples") of the EEI Report. 

IEPA or its designee may enter Van Tran's property for the purpose of observing the sampling and preservation of such samples, and of accepting custody of same.

N. HEALTH AND SAFETY PLAN:

Baker shall as soon as reasonably practicable prepare a health and safety plan for all employees and contractors engaged in the activities herein set forth. Such plan shall be prepared in accordance with the following: USEPA Order 1440.1 - Respiratory Protection; USEPA Order 1440.3 - Health & Safety Requirements for Employees Engaged in Field Activity; USEPA Occupational Health and Safety Manual; IEPA Interim Standard Operating Safety Guide (September, 1982); OSHA Regulations specified in 29 C.F.R. 1910-1926; USEPA Interim Standard Operating Safety Guide; NIOSH/OSHA/USCG/EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities; State Safety and Health statutes; other state and USEPA guidance as appropriate. Said plan shall be submitted in writing to James Janssen, Manager, Immediate Removal Unit, RPMSA/DLPC at

2200 Churchill Road, Springfield, IL 62706. Within fifteen (15) days following IEPA's receipt of such plan, IEPA shall deliver to Van Tran's counsel and its Plant Manager its written objections to such plan, if any, and if such written actions are not received by Van Tran within the period so specified, the plan as proposed by Baker will be implemented. The parties shall agree to settle their differences reasonably regarding any objections by IEPA which are timely received.

ARTICLE III - ANALYSIS

A. ANALYTICAL LABORATORY:

All samples to be analyzed pursuant to this Plan shall be submitted by IEPA to EEI, and IEPA shall be solely responsible for insuring that proper and approved analytical techniques, sample preparation and extraction and quality control procedures are utilized by EEI. Nothing herein contained shall be construed to bind Van Tran to acceptance of the accuracy of analytical results reached by EEI.

B. PRESERVATION AND TRANSPORT OF SAMPLES:

Physical custody of all samples to be analyzed hereunder shall be transferred to IEPA or its designee, at the Plant Manager's office at the Van Tran plant, at such times and in such manner as IEPA may reasonably direct. The parties shall execute all documentation regarding such transfer of custody as shall reasonably be required by either party. IEPA shall be solely responsible for the transportation of such samples to EEI, and for the care, custody and preservation of such samples during transport and for documenting chain of custody of same. IEPA will hold harmless Van Tran against

any costs or expenses of ANALYSES resulting to Van Tran in the event samples are lost, contaminated or otherwise rendered useless following transfer of custody of same to IEPA and are analyzed before said contamination or useless state is detected.

C. SAMPLE SPLITTING:

Van Tran may retain a split sample of any soil, water or wipe sample to be analyzed pursuant hereto and the retained portion of such split samples shall remain the property of Van Tran and may be used by it for any purpose.

D. TESTING PARAMETERS:

The samples to be analyzed under this Plan shall be analyzed for the chemical analytes referred to in Section III F ("Chemical Analytes") of the EEI Report.

ARTICLE IV - RI/FS REQUIREMENTS

A. SATISFACTION OF TASK REQUIREMENTS:

In consideration of the mutual agreements herein set forth, the parties stipulate and agree that upon execution of this instrument, subject to the provisions of this Article and to the extent hereafter set forth, they deem to be satisfied the following conditions and requirements set forth in a certain Statement of Work for a Remedial Investigation/Feasibility Study at Van Tran Electric Corp., Vandalia, Illinois, dated July 23, 1985 (hereinafter "RI/FS"):

(1) Task 1, relating to meetings, data gathering, nature and extent of problem, history of response action, site map, surrounding property map and site office, shall be deemed satisfied;

(2) Task 2, subpart B, relating to health and safety plan, shall be deemed satisfied and subpart A, relating to sampling plan shall be deemed satisfied to the extent of field activities conducted by Van Tran or its designee hereunder;

(3) Task 3, subparts B and C(1), relating to geophysical and hydrogeologic investigation (groundwater flow), shall be deemed satisfied;

(4) Task 3, subpart C(2), relating to groundwater study methodology and Task 3, subpart C(3), relating to groundwater monitoring wells, shall be deemed satisfied to the extent that soil borings or wells are completed in accordance with the provisions of this Plan. Nothing herein contained constitutes a waiver of this subpart with respect to borings or wells which may be proposed in the future;

(5) Task 8, relating to Quality Assurance/Quality Control, shall be deemed satisfied as to each sample collected and analyzed pursuant to this Plan;

B. OFF-SITE SAMPLING:

Nothing herein shall be construed to agree that Van Tran is or is not responsible pursuant to Task 3, subpart E, to propose or conduct sampling at any location not on its property (excepting the monitoring well site referred to in Article II, section C of this Agreement). Each party reserves its respective rights of future action as set forth elsewhere herein.

C. REINSTATEMENT OF RI/FS:

In the event Van Tran fails to timely perform any of its obligations to be performed hereunder, unless such failure is substantially caused by Act of God, or caused in whole or in part by any act, fault, negligence, omission or misfeasance of IEPA or the State of Illinois, its agents, consultants, contractors, departments or employees, IEPA may upon written notice to Van Tran immediately reinstitute any portions of the RI/FS deemed satisfied hereby, subject to Van Tran's defenses and legal challenges thereto.

ARTICLE V - MISCELLANEOUS

A. MUTUAL AID AND COOPERATION:

The parties intend that each shall provide to the other all assistance and cooperation which is reasonable and feasible to accomplish the purposes of this agreement. In the event of any dispute as to the interpretation of this plan or the necessity or feasibility of any activities contemplated hereby, the parties shall confer and shall made all reasonable efforts to reach a mutually satisfactory agreement consistent with the purposes and limitations of this Plan.

B. SHARING OF INFORMATION:

Upon its receipt of test results of any samples collected hereunder, each party shall immediately notify the opposite party, in writing, setting forth the results received.

C. PRESS RELATIONS:

The parties acknowledge that their respective counsel are governed by canons of ethics in their states of licensure and the applicable Supreme Court Rules of the State of Illinois. The parties further recognize that there may exist a public and public safety

interest in the subject litigation and, more particularly, the investigation of the subject site. As a consequence thereof, abstaining totally from public commentary by these litigants is not desirable. Conversely, the parties recognize that concern and ill will can result from spontaneous contact with the news media. The parties, therefore, agree that public dissemination concerning the subject litigation and the subject site will be through the form of prepared press releases with a copy timely provided the other party. Further, the parties may agree from time to time upon a two-party presentation to a given medium or journalist. Nothing herein shall be construed to prevent either party from discussing general concepts of pollution control, public safety, public safety fund recovery, law enforcement, pollution engineering or proprietary rights, as desired, without specific reference to the Van Tran site. The parties further recognize that certain Illinois statutes regarding open meetings and Freedom of Information may require dissemination of information about this site to interested citizens upon appropriate request, and IEPA will make best efforts to notify Van Tran of any request for documents pertaining to Van Tran facility including identity of requesting party.

D. TERM:

This Agreement shall remain in effect until July 31, 1987, unless earlier terminated in the manner hereinafter set forth.

E. DEFAULT AND TERMINATION:

In the event that either party fails to perform any provision of this agreement, the opposite party shall notify the defaulting party, in writing, setting forth the acts alleged to constitute a

default, and the defaulting party shall thereafter cure the claimed default within thirty (30) days after receipt of notice. In the event the defaulting party fails to cure the claimed default within such thirty (30) days, the opposite party may, at its election, consider the agreement to remain in effect and petition the Court to require performance of the disputed provision or provisions, subject to such defenses as may be presented to the Court, or such party may by written notice received by the defaulting party declare the Agreement terminated; provided, however, that no termination declared by a party hereto shall become final unless and until ordered by the Court.


F. REMOVAL OF SOLVENT PIT MATERIALS:

IEPA recognizes that Van Tran is attempting to obtain necessary governmental approvals for the immediate removal of materials confined in and below the solvent pit area in its property, and desires to take action to remove same as soon as possible. Upon receipt of test results upon the core samples within the pit area as described herein, IEPA shall recommend to Van Tran in writing an initial remedial measure to remove such materials, taking into account the closure and post-closure requirements of 35 Ill. Adm. Code, Part 725, Subpart G, unless such test results show that removal cannot be safely undertaken. Nothing herein shall be taken to prescribe, limit or specify the nature, extent or precise content of said recommendation if any is made.


IN WITNESS WHEREOF, the parties have executed the foregoing instrument, by their authorized representatives, the day and year first above written.

*They have
submitted a
closure plan
which was
rejected
so look at
these
comments*

VAN TRAN ELECTRIC CORPORATION

BY 
Steve Parke
Vice President

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

BY 
Joseph E. Svoboda
Manager, Enforcement Programs